

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS
(CENTRAL DIVISION)**

IN RE:

**SOUTHERN SKY AIR & TOURS, LLC
d/b/a DIRECT AIR,**

Debtor.

**Chapter 7
Case No. 12-40944-MSH**

**ORDER REGARDING MOTION OF HORRY COUNTY DEPARTMENT OF
AIRPORTS TO DETERMINE INAPPLICABILITY OF THE AUTOMATIC STAY OR,
IN THE ALTERNATIVE, FOR RELIEF FROM THE AUTOMATIC STAY**

This matter having come before the Court on the Motion of Horry County Department of Airports to Determine Inapplicability of the Automatic Stay or, in the Alternative, for Relief from the Automatic Stay (the “Motion”),¹ and it appearing that good and sufficient notice having been giving to all interested parties, and good cause having been shown for the relief requested, and the Court having considered the arguments made by counsel at the hearing held hereon,

IT IS HEREBY ORDERED:

1. The Motion is granted.
2. The proceeds of performance bond # 41087482 (the “Bond”) underwritten by Platte River Insurance Company and posted by the Debtor as security guaranteeing the Indirect Air Carrier Contract and Airport Use Agreement (the “Agreement”), are not property of the within the bankruptcy estate, and, accordingly, disposition of such funds consistent with the contractual rights and obligations of the parties to the Agreement is not stayed by these proceedings.

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed in the Motion.

3. To the extent that the Debtor has any interest in any proceeds of the Bond, MYR and Platte River Insurance Company are relieved from the automatic stay for the purpose of disposition of such funds in accordance with their contractual rights and obligations.

4. Platte River Insurance Company, as surety, is authorized and directed to dispose of funds under the Bond in accordance with the contractual rights and obligations of Direct Air, the Debtor, and MYR.

Dated: June ___, 2012

Melvin S. Hoffman
United States Bankruptcy Judge